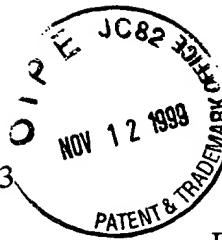


Notary Public  
Atty. Docket No. 30585/3



DECLARATION AND POWER OF

ATTORNEY

Each one of us, John S. Yates, David L. Reese, Korbin S. Van Dyke, T.R. Ramesh, and Paul H. Hohensee, hereby declare that:

My residence, post office address, and citizenship are as stated below next to my name;

I verily believe that we are the original, first, and joint inventors of the invention entitled COMPUTER FOR EXECUTING TWO DIFFERENT INSTRUCTION SETS, which is described and claimed in application serial number 09/385,394 filed August 30, 1999;

I acknowledge my duty to disclose information that is material to the examination of the application in accordance with 37 C.F.R. § 1.56(a) and acknowledge the duty to disclose material information as defined in 37 C.F.R. § 1.56(a) that occurred between the filing date(s) of our earlier filed U.S. parent application(s) listed below, and the filing date of this continuation-in-part application;

I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

This application discloses and claims subject matter disclosed in our earlier filed co-pending applications, Serial No. 09/322,443, filed May 28, 1999, Serial No. 09/298,536, filed April 23, 1999, and Serial No. 09/239,194 filed January 28, 1999.

POWER OF ATTORNEY: I hereby appoint the following attorneys to prosecute this application and transact all business in the Patent and Trademark Office connected therewith:

David E. Boundy, Reg. No. 36,461, David M. Klein, Reg. No. 35,221,  
Antoinette E. Baker, Reg. No. 44,018, and James R. Warnot, Jr., Reg.  
No. 34,455, all of Shearman & Sterling, 599 Lexington Avenue, New  
York, NY 10022, (212) 848-4000, and Sally J. Daub, Reg. No. 41,478,  
of  
A T I Technologies, Inc., 75 Tiverton Court, Unionville, Ont., L3R  
9S3, Canada 99915, (905) 882-2671.

Direct telephone calls to David E. Boundy, Esq. at telephone number (212) 848-7928.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and

NOV 12 1999

further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Full Name of First Inventor: John S. Yates, Jr.  
Residence: 40 Pine Street, Needham, MA 02492  
Citizenship: USA  
Post Office Address: Needham, MA 02492

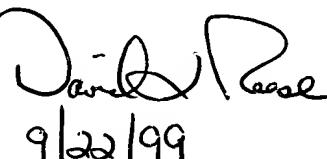
Signature of First Inventor:  
Date:



9/22/99

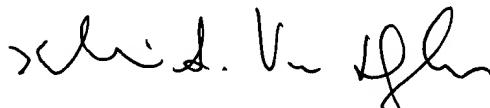
Full Name of Second Inventor: David L. Reese  
Residence: 1 Maple Circle, Westborough, MA 01581  
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Signature of Second Inventor:  
Date:

  
9/22/99

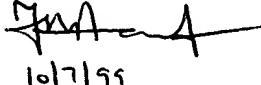
Full Name of Third Inventor: Korbin S. Van Dyke  
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Signature of Third Inventor:  
Date:

  
10/17/99

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Signature of Fourth Inventor:  
Date:

  
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Full Name of Fifth Inventor: Paul H. Hohensee

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PATENT &  
TRADEMARK OFFICE  
U.S.A.

Residence:

Citizenship:

Post Office Address:

15 Swart Terrace, Nashua, NH 03060

Signature of Fifth Inventor:

*Paul H. Hohensee* 9/22/99

Date:

Atty. Docket No. 30585/3

ASSIGNMENT

WHEREAS:

John S. Yates, 40 Pine Street, Needham, MA 02492

David L. Reese, 1 Maple Circle, Westborough, MA 01581

Korbin S. Van Dyke, 3343 Little Valley Road, Sunol, CA 94586

T.R. Ramesh, 39707 Potrero Drive, Mountain View, CA 94040

Paul H. Hohensee, 15 Swart Terrace, Nashua, NH 03060

(hereinafter "Assignor(s)") have made an invention or discovery or invention entitled  
**COMPUTER FOR EXECUTING TWO DIFFERENT INSTRUCTION SETS,**

which was filed on August 30, 1999, and for which application for Letters Patent of the United States has been executed on even date herewith (hereinafter "the invention");

WHEREAS ATI International SRL, organized under the laws of Barbados, having an office at Beaumont House, Hastings, Christ Church, Barbados, W.I. (hereinafter "Assignee") desires to acquire the entire interest in the invention;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), and of other good and valuable consideration paid to the undersigned by the Assignee, the receipt whereof is hereby acknowledged, Assignor(s) by these presents hereby sells, assigns, transfers, and sets over unto Assignee the entire right, title, and interest in and to the invention, any patent or similar legal protection for the invention, and any application therefor, in and for the United States or any foreign country, including any continuation, division, renewal, extension, substitute, or reissue thereof, all treaty and convention rights and the right to sue for past, present, and future infringement, the same to be held and enjoyed by Assignee, its successors, assigns, or other legal representatives, to the full ends of the terms for which all Letters Patents therefor may be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made.

Assignor(s) hereby authorize Assignee to make application for and to receive Letters Patent for the invention in any of said countries at its election. Assignor(s) hereby authorize and request the Commissioner of Patents and Trademarks of the United States, and any official of any country whose duty it is to issue Letters Patent on applications, to issue all such Letters Patent for the invention to Assignee, as assignee of the entire right, title and interest in, to and under the same.

Assignor(s) covenant to execute or procure any further necessary assurance of title to the invention and Letters Patent; and at any time, upon the request and at the